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REMARKS*Priority*

The specification has been amended to make specific reference to this application's non-provisional parent application. The examiner is thanked for having discovered this oversight on applicant's part.

Claim Rejections

Claims 32-60 were rejected.

Claims 32-43 and 54-56 have been canceled, leaving claims 44-53 and 57-60 pending in the application.

Of these, claims 44 and 57 are the independent claims. These have been amended to more clearly and particularly point out that which applicant regards as the invention and to more clearly a particularly distinguish the invention from the prior art.

Present Invention

The present invention relates to a service for using digital credentials and/or other electronic certificates to practice commerce on a network. In particular embodiments of the invention, a user or customer obtains a so-called short-term certificate from a guarantor with whom the user has a pre-established relationship. The short-term certificate guarantees payment by the guarantor for a purchase by the user from a supplier or merchant, enabling the user to enter into the purchase transaction using the short-term certificate as a form of payment that will be accepted by the supplier. Payment for the purchase is made by the guarantor to the supplier and the guarantor, in turn, bills the customer.

In accordance with a significant feature of applicant's invention, the supplier consummates the transaction by accepting the short-term certificate as payment for the purchase without seeking any assurances relative to said short-term certificate or relative

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to the guarantor's guarantee to make payment. Only assurances contained in the short-term certificate itself are relied on.

This feature of invention is specifically set forth in independent claims 44 and 57 as amended.

In particular, claim 44 defines the actions of the guarantor. The claim recites that after receiving the short-term certificate and an electronic record of the transaction from the supplier, the guarantor makes payment to the supplier without having received any request for assurance from the supplier or having provided any. More specifically, claim 44 recites at lines 17-20 that the guarantor makes payment

- a) without having received from said supplier any request for assurance relative to said short-term certificate or relative to said guarantor's guarantee to make said payment, and b) without providing any such assurance to said supplier.

Claim 57 defines the actions of the supplier. In particular, claim 57 recites that after receiving the short-term certificate from the customer, the supplier consummates the purchase transaction—including acceptance of the short-term certificate as payment for the purchase—without seeking assurances relative to the certificate, e.g., from the guarantor or any other third party. More specifically, claim 57 recites at lines 6-10 that the supplier consummates the purchase transaction

without seeking any assurances relative to said short-term certificate or relative to said guarantor's guarantee to make said payment, other than any assurances contained in said short-term certificate itself.

The above-discussed important aspect of the invention differentiates applicant's invention from prior art arrangements.

In particular, as indicated at pp. 1-6 of applicant's specification, prior art payment systems had many drawbacks including the use of payment support infrastructure systems and networks and elaborate schemes that were relatively expensive and cumbersome to use but which were perceived by the industry as necessary to protect against fraud, insufficient funds in user accounts, and other problems.

In a departure from the prior art way of thinking, applicant recognized that e-commerce could be conducted with less elaborate schemes and less infrastructure than had been thought necessary by the prior art, while yet still assuring acceptable levels of

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risk to the parties. In particular, applicant recognized that, in preferred embodiments, if the digital certificate presented by a customer was appropriately fashioned, for example, by being limited in time and limited in its maximum payment amount (see claim 44, lines 9-10 and 12-14; claim 57 lines 3-5), it was reasonable and workable to allow the supplier to rely on the certificate itself, without having to first check with the guarantor or another third party.

Rejection of Independent Claim 44

Claim 44 was rejected (Office action, p. 5) under 35 USC 103(a) as being unpatentable over Asay et al ("Asay"). The Office action takes the position that it would have been obvious to modify Asay so that Asay's secondary certificate would be sent to the user rather than to the merchant and takes the further position that claim 44 as presented prior to this Amendment would read on Asay as thus modified.

Applicant submits that the proposed modification to Asay would not have been obvious to a person of ordinary skill for the very reason that Asay's system exists in the first place. Note that the whole purpose of Asay's reliance server is to provide the merchant with a reliable way of validating the certificate provided by the customer/user. If Asay's reliance server were to deliver the secondary certificate back to the customer, the merchant would be at risk of being presented with a fraudulent certificate all over again.

But let it be assumed solely for purposes of argument that the modification of Asay proposed in the Office action would have been obvious, and that claim 44 as previously presented would read on such a modified version.

Amended claim 44 nonetheless clearly distinguishes the invention from any obvious variation of Asay by virtue of the recitations quoted hereinabove indicating that the guarantor makes payment to the supplier without having received or given any assurances to the supplier relative to the certificate. The Asay system is one in which, in direct contradistinction to claim 44, the reliance server does receive requests for, and does provide, assurances.

It is true that there are prior art arrangements involving digital certificates in which the validity of a certificate is ascertained by the party receiving the certificate without resorting to a third party to provide assurance in that regard. See, for example,

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the Background of the Invention section Asay at, for example, cols 1-2. Such systems, however, simply involve the parties being assured that digital signatures within the certificates are genuine. It is believed that applicant was the first to recognize the desirability of a payment method involving digital certificates in which the supplier or merchant accepts the certificate as presented by the customer as a payment for goods or services without first seeking further assurances as to the certificate's validity, thereby achieving a payment method that is less complicated and less expensive to administer than those proposed in the prior art.

In view of the foregoing, it is believed that amended claim 44 distinguishes the invention from the prior art and is therefore allowable.

Rejection of Independent Claim 57

Claim 57 was rejected (Office action p. 6) under 35 USC 103(a) as being unpatentable over Asay in view of Reed et al ("Reed"). Let it be assumed for purposes of argument that it would have obvious to modify Asay with teachings of Reed in the manner suggested in the Office action and that claim 57 as previously presented would read on such a combination.

Amended claim 57 nonetheless clearly distinguishes the invention from any obvious combination of Asay with Reed by virtue of the recitations quoted hereinabove indicating that the supplier consummates the purchase transaction without seeking any assurances relative to said short-term certificate or relative to said guarantor's guarantee to make said payment, other than any assurances contained in said short-term certificate itself. The Asay system is one in which, in direct contradistinction to claim 57, the merchant does seek assurances (from the reliance server) relative to the certificate.

In view of the foregoing, it is believed that amended claim 57 distinguishes the invention from the prior art and is therefore allowable.

Rejection of Dependent Claims 45-53 and 57-60

Claims 45-53 depend from claim 44 and are thus submitted to be patentable for at least the reasons set forth hereinabove relative to the patentability of claim 44.

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Similarly, claims 58-60 depend from claim 57 and are thus submitted to be patentable for at least the reasons set forth hereinabove relative to the patentability of claim 57.

In addition, however, at least some of these claims further patentably distinguish the invention from the cited prior art.

For example, claims 48, and 58 relate to the inclusion in the short-term certificate of a discount to the customer; claims 50 and 59 relate to the inclusion in the short-term certificate an indication that the user can use a form of payment other than money, such as loyalty points; and claims 51-53 relate to the inclusion in the short-term certificate of at least one marketing offer from a market partner of the guarantor, that offer possibly being a discount (claim 52) or the use of loyalty points (claim 53).

The claims just mentioned were rejected as unpatentable over Reed in view of Golden. Applicant does not understand how the examiner is applying the language of these claims to any Reed/Golden combination since the independent claims 44 and 57 from which they depend were rejected not based on Reed, but based on either Asay or a combination of Asay with Reed.

In any event, it is respectfully submitted that it would not have been obvious to a person of ordinary skill to provide for discounts, use of loyalty points and the like within a certificate of the type called for in applicant's claims since the function of such a certificate, as far as the prior art is concerned, is to validate the authenticity of digital signatures and/or to provide various other assurances, not to be a marketing or sales-enhancing vehicle.

It is submitted that the foregoing provides a further basis for allowance of the claims mentioned.

Double Patenting

Claims 44-56 were rejected on the grounds of obviousness-type double patenting.

As previously indicated, claims 54-56 have been canceled.

With respect to claims 44-53, it is respectfully submitted that the amendments made to independent claim 44 render that claim patentably and non-obviously distinct from any claim in the U. S. Patent No. 6,125, 349.

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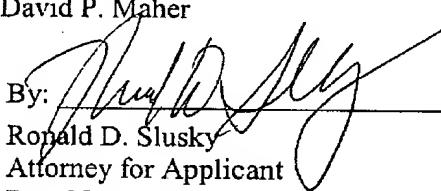
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It is thus believed that the double-patenting rejection entered against claims 44-53 has been overcome, whether or not Asay and/or Golden would render the previously filed versions of claims 44-53 obvious in view of claims in the '349 patent.

Reconsideration is requested.

Respectfully submitted,

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